

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

SUITE 850

1275 K STREET, N. W.

WASHINGTON, D. C. 20005-4078

TELEPHONE: (202) 371-9500

TELECOPIER: (202) 371-0900

RECORDATION NO. 9921-A FILED 1425

MAY 21 1992 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

May 21, 1992

Recordation No. 9921-A

Dear Mr. Strickland:

On behalf of State Street Bank and Trust Company, a Massachusetts banking corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment to and Appointment of Successor Trustee, dated as of March 1, 1992, ("Assignment").

The parties to the enclosed Assignment are:

Federal Deposit Insurance )  
Corporation, as Receiver for The )  
New Connecticut Bank and )  
Trust Company, National Association )  
c/o State Street Bank and Trust )  
Company of Connecticut, National )  
Association )  
750 Main Street )  
Suite 1114 )  
Hartford, Connecticut 06103 )

For Indexing As  
ASSIGNOR

MAY 21 9 09 AM '92  
MOTOR CITY RECORD UNIT

State Street Bank and )  
Trust Company, a )  
Massachusetts banking )  
Corporation )  
c/o State Street Bank and )  
Trust Company of Connecticut, )  
National Association )  
750 Main Street )  
Suite 1114 )  
Hartford, Connecticut 06103 )

For Indexing as  
ASSIGNEE

The said Assignment covers the assignment of certain trust business of the former The New Connecticut Bank and Trust Company, National Association, to State Street Bank and Trust Company, a Massachusetts banking corporation, and the appointment thereof as successor trustee as covered by, among others, the document(s) recorded under the above-captioned Recordation No. and subparts, if any, thereof, and should be filed under the next available letter as indicated under the Recordation No. captioned above.

There are no units of equipment covered per se in the Assignment, but the said Assignment relates to all equipment covered under the Recordation No. captioned above and subparts, if any, thereof.

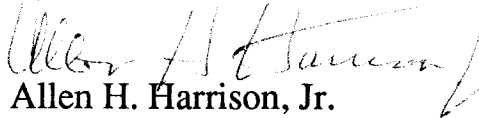
A short summary of the Assignment to appear in the ICC Index is as follows:

“Successor Trustee”

A check, including the amount of sixteen dollars (\$16.00) in payment of the instant filing fee, is tendered.

Once the filing has been made, please return to bearer the stamped counterpart of the Assignment not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.  
Attorney for the purpose of this filing  
for State Street Bank and Trust  
Company, a Massachusetts banking  
Corporation.

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
Enclosures

BY HAND

9-921-A

RECORDED TO 9921-A  
MAY 21 1992 -9 15 AM  
INTERSTATE COMMERCE COMMISSION

**ASSIGNMENT TO AND APPOINTMENT OF SUCCESSOR TRUSTEE**

This ASSIGNMENT TO AND APPOINTMENT OF SUCCESSOR TRUSTEE, dated as of March 1, 1992, is between Federal Deposit Insurance Corporation, as Receiver of The New Connecticut Bank and Trust Company, National Association, and State Street Bank and Trust Company, a Massachusetts banking corporation, hereinafter together referred to as "Parties."

WHEREAS, The Connecticut Bank and Trust Company, National Association ("CBT") engaged in certain corporate trust business generating documents filed and recorded under 49 U.S.C. § 11303 with the Interstate Commerce Commission ("CBT ICC Corporate Trust Business"); and

WHEREAS, CBT was placed in receivership with the Federal Deposit Insurance Corporation ("FDIC") on January 6, 1991; and

WHEREAS, the FDIC, in its capacity as Receiver of CBT, did transfer, among other things, substantially all of the CBT ICC Corporate Trust Business to The New Connecticut Bank and Trust Company, National Association ("New CBT"), a "bridge bank", pending the sale of the said New CBT; and

WHEREAS, New CBT was placed in receivership with the FDIC on July 13, 1991; and

WHEREAS, FDIC as Receiver of New CBT, effective as of July 14, 1991, did assign to State Street Bank and Trust Company ("SSB"), and appoint

SSB as successor under the CBT ICC Corporate Trust Business that was not otherwise disposed of by close of business September 3, 1991; and

WHEREAS, effective as of July 14, 1991, ab initio, SSB became the successor under all CBT ICC Corporate Trust Business not otherwise disposed of by close of business September 3, 1991; and

WHEREAS, the transactions under the CBT ICC Corporate Trust Business that SSB succeeded to are identified by the ICC Recordation Nos. listed in Schedule A attached and made a part hereof;

NOW THEREFORE, in consideration of the mutual covenants herein between the Parties, and as set forth herein by reference, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the need to place of record the aforesaid succession in and among certain records maintained by the ICC under 49 U.S.C. § 11303, the Parties agree as follows:

1. SSB is, nunc pro tunc, as of July 14, 1991, the successor to the CBT ICC Corporate Trust Business only as covered by those certain transactions listed and identified by the Interstate Commerce Commission Recordation Nos. in Schedule A attached hereto.

2. This Assignment to and Appointment of Successor Trustee shall be governed by the laws of Massachusetts; provided, however, that the Parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to and Appointment of Successor Trustee to be executed in their respective names, by officers thereof duly authorized, or through a power of attorney duly authorized, all as of the date first written above.

FEDERAL DEPOSIT INSURANCE  
CORPORATION, As Receiver  
for The New Connecticut Bank  
and Trust Company, National  
Association

By: 

Name: Lese Amato

Title: Attorney in Fact

STATE STREET BANK  
AND TRUST COMPANY,  
a Massachusetts  
banking corporation

By: 

Name: Lese Amato

Title: Vice President

## SCHEDULE A

**LIST OF TRANSACTIONS BY ICC RECORDATION NOS.,  
INCLUDING WITHOUT LISTING, WHERE APPLICABLE, SUBPARTS  
THEREOF, WHEREIN STATE STREET BANK AND TRUST COMPANY,  
A MASSACHUSETTS BANKING CORPORATION IS SUCCESSOR TO  
THE NEW CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION**

### ICC RECORDATION NOS.

#### VENDOR BOOK

Record  
No.

8103  
8959  
8987  
8990  
9027  
9092  
9237  
9347  
9438  
9505  
9539  
9588  
9736  
9789  
9790  
9882  
9920  
10041  
10163  
10184  
10210  
10235  
10255  
10273  
10298  
10349  
10359  
10409  
10410

#### VENDEE BOOK

Record  
No.

9172  
9589  
9737  
9921  
10185  
10236  
10350  
10360  
10361  
10378  
10407  
10408  
10411  
10412  
10650  
10748  
10749  
10772  
11097  
11098  
11373  
11401  
11476  
11602  
11662  
11735  
11889  
11891  
11893

SCHEDULE A continued

VENDOR BOOK

Record  
No.

10530  
10750  
11198  
11218  
11371  
11372  
11412  
11438  
11439  
11440  
11441  
11524  
11890  
11892  
11908  
11932  
11935  
12136  
12596  
12779  
12782  
12876  
12943  
12944  
12989  
13050  
13159  
13274  
13401  
13402  
13403  
13404  
13405  
13406  
13407  
13581  
13678  
13680  
13852  
13861  
13864  
14089  
14136  
14244  
14245  
14450  
14476

VENDEE BOOK

Record  
No.

11936  
11975  
12038  
12135  
12137  
12276  
12556  
12687  
12756  
12777  
12778  
12780  
12781  
12810  
12875  
12877  
12984  
13049  
13051  
13060  
13137  
13156  
13157  
13158  
13160  
13361  
13399  
13441  
13628  
13846  
13865  
13881  
14241  
14396  
14518  
14848  
14993  
16917  
16918

SCHEDULE A continued

VENDOR BOOK

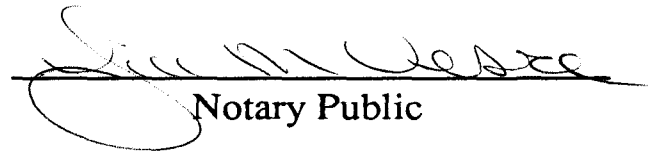
Record  
No.

14451  
14603  
14984  
15077  
15249  
15322  
15412  
15413  
15520  
15522  
15540  
15584  
15686  
15746  
15747  
15799  
15811  
15812  
15813  
16126  
16234  
16390  
16391  
16393  
16598  
16899



STATE OF CONNECTICUT        )  
  )  
COUNTY OF HARTFORD        )        ss:

On the 31st day of March, 1992, before me personally appeared the within named Lese Amato, to me personally known, who, being by me duly sworn, says that he/she is a Vice President of State Street Bank and Trust Company, a Massachusetts banking Corporation ("Bank"), that he/she is duly authorized to execute the foregoing instrument on behalf of said Bank and that the said instrument was signed on behalf of the said Bank by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Bank.

  
Notary Public

[Notary Seal]

JILL M. VESCE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 31, 1996

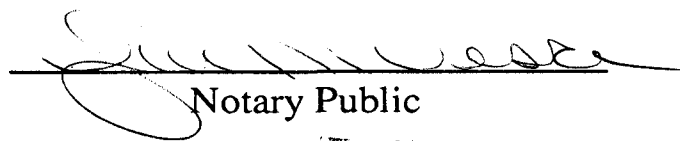
My Commission expires \_\_\_\_\_.

STATE OF CONNECTICUT                    )  
  )     ss:  
COUNTY OF HARTFORD                    )

On the 31st day of March, 1992, before me personally appeared the within named Lese Amato, to me personally known, who, being by me duly sworn, says that he/she is a Vice President of State Street Bank and Trust and Company, a Massachusetts banking Corporation ("Bank"), and is acting for the Bank under that certain Power of Attorney given to the Bank by the Federal Deposit Insurance Corporation, as Receiver for The New Connecticut Bank and Trust Company, National Association, to accomplish the transfer of record of the assets covered by the foregoing instrument, that he/she is duly authorized to execute the foregoing instrument on behalf of Federal Deposit Insurance Corporation, as Receiver for The New Connecticut Bank and Trust Company, National Association ("FDIC-New CBT"), and that the said instrument was signed on behalf of the said FDIC-New CBT by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said FDIC-New CBT.

[Notary Seal]

My Commission expires \_\_\_\_\_.

  
Notary Public  
JILL M. VESCE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 31, 1995

( ) A final installment on January 15, 1994 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at the rate of 12% per annum after maturity, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 11% Secured Notes of the Trustee not exceeding \$770,000 in aggregate principal amount (the "Notes") issued under and pursuant to the Participation Agreement dated as of September 20, 1978 among the Trustee, Stanley E.G. Hillman, as Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor (the "Lessee"), the Trustor and Central Life Assurance Company (the "Secured Party") and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement dated as of September 20, 1978 (the "Security Agreement") from the Trustee to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the collateral, the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Trustee in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Trustee agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Secured Party, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Connecticut.

It is expressly understood and agreed by and between the Trustee, the Trustor and the holder of this Note and their respective successors and assigns that this Note is executed

by The Connecticut Bank and Trust Company, not individually or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee (and The Connecticut Bank and Trust Company hereby warrants that acting pursuant to the Trust Agreement it possesses full power and authority to enter into and perform this Note), that each and all of the representations, warranties, undertakings and agreements herein made on the part of the Trustee are each and every one of them made and intended not as personal representations, warranties, undertakings and agreements by the Trustee or the Trustor, or for the purpose or with the intention of binding the Trustee or the Trustor personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Note is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon the Trustee as trustee under the Trust Agreement, that nothing herein contained shall be construed as creating any liability on The Connecticut Bank and Trust Company, the Trustee or the Trustor, individually or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, The Connecticut Bank and Trust Company or the Trustor, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the holder of this Note and by each and every person now or hereafter claiming by, through or under the holder of this Note, and that so far as the Lessor or the Trustor, individually or personally are concerned, the Trustee and any person claiming by, through or under the Trustee shall look solely to the Collateral as defined in the Security Agreement for the performance of any obligation under this Note; provided that nothing in this paragraph shall be construed to limit in scope or substance those representations or warranties, undertakings and agreements of The Connecticut Bank and Trust Company, if any, made expressly in its individual capacity and set forth in the Participation Agreement and the Security Agreement. The term "Trustee" as used in this Note shall include any trustee succeeding the Trustee as trustee under the Trust Agreement or the Trustor if the trust created thereby is revoked. Any obligation of the Trustee hereunder may be performed by the Trustor, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Note shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Trustee hereunder.

IN WITNESS WHEREOF, the Trustee has caused this Note to be duly executed.

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee

By \_\_\_\_\_  
Authorized Officer

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.